

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 27 day of April, 2000 by and between CHARLES S. GIVIANPOUR, a married man ("Givianpour"), and CSG CONSTRUCTION CO., INC., an Alabama corporation ("CSG").

RECITALS:

Givianpour is the owner of Lot 6, according to the Survey of Meadow Brook Professional and Medical Centre, 1st Sector, as recorded in Map 17, Page 21 in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 6").

CSG is the owner of Lots 4 and 5, according to the Survey of Meadow Brook Professional and Medical Centre, 1st Sector, as recorded in Map 17, Page 21 in the Office of the Judge of Probate of Shelby County, Alabama (individually, "Lot 4" and "Lot 5" and collectively, "Lots 4 and 5").

CSG desires to establish, for the benefit of all of the Lots, as hereinafter defined, a permanent, perpetual and non-exclusive easement over and upon those portions of Lots 4 and 5 which are more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property").

CSG has agreed to construct and install curbing, gutters and asphalt paving on the Easement Property at least 24 feet in width from Cyrus Circle to the southwestern rear property line of Lot 6 (collectively, the "Road"). Givianpour and CSG, for themselves and their respective heirs, executors, personal representatives, successors and assigns, have also agreed that, following completion of the Road, the cost of maintaining the Road shall be shared by the then owners (hereinafter sometimes individually referred to as "Owner" collectively as the "Owners") of Lot 6 and Lots 4 and 5 (hereinafter sometimes individually referred to as a "Lot" and collectively as the "Lots"), as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement.** Subject to the provisions of Paragraph 2(b) below, CSG does hereby declare and establish, for the benefit of all Owners of the Lots, a permanent, perpetual and non-exclusive easement over, across, through and upon the Easement Property for the purpose of providing vehicular and pedestrian ingress and egress to and from all of the Lots to all Owners, the tenants, agents, employees, guests and invitees of all Owners and their tenants and their respective heirs, executors, personal representatives, successors and assigns (collectively with all Owners, the "Permitted Users"). The foregoing easement shall be and is (a) a non-exclusive easement, (b) appurtenant to and shall serve all of the Lots, (c) a covenant running with the land and (d) binding upon and shall inure to the benefit of all of the Owners and their respective heirs, executors, personal representatives, successors and assigns.

05/05/2000-14802
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MMS 26.00

2. **Construction of Road.**

(a) Subject to the remaining terms and provisions of this Paragraph 2(a), CSG does hereby covenant and agree to (i) commence construction of the Road within seven (7) days from the date of this Agreement (the "Commencement Date") and (ii) complete construction of the Road on or before forth-five (45) business days from the date of this Agreement (the "Completion Date"). All costs and expenses relating to the construction of the Road shall be paid by CSG. Notwithstanding anything provided herein in this Agreement to the contrary, if the performance by CSG of any of its obligations hereunder with respect to the commencement or completion of construction of the Road is prevented or delayed by any act of God, war, labor disputes, inability to obtain materials or labor, civil unrest, civil commotion, inclement weather or any other causes beyond the reasonable control of CSG, then the Commencement Date and the Completion Date, as the case may be, will be extended for the period of time that such action has delayed or prevented CSG from undertaking the construction of the Road.

(b) In no event shall any Owner obstruct or otherwise interfere with the construction of the Road by CSG and no Owner shall utilize the easements granted pursuant to Paragraph 1 above until such time as construction of the Road has been completed.

3. **Unimpeded Access.** No barricades or other dividers (including, without limitation, fences, gates or other devices which limit, restrict or impede access) will be constructed, installed or maintained within any portions of the Easement Property following completion of construction of the Road thereon and no Owner will do anything to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic through and upon the Road situated on the Easement Property; provided, however, that each Owner will have the right, in its sole and absolute discretion, to erect temporary barriers to (i) avoid the possibility of any portion of the Road becoming dedicated for public use or creating prescriptive rights therein and (ii) prohibit any use of the Road or access thereto by any third parties who are not Permitted Users.

4. **Road Maintenance.**

(a) Subject to the terms and provisions of Paragraph 4(b) below, each Owner shall be obligated to pay each year its Prorata Share, as herein defined, of the costs and expenses of maintaining, repairing, replacing, patching, repaving, resurfacing and restriping of the Road (and any other improvements constructed thereon), including general trash and litter collection therefrom (collectively, the "Maintenance Costs"). As used herein, the term "Prorata Share" shall mean with respect to each Lot, one-third (1/3) of the Maintenance Costs incurred from time to time with respect to the Road; provided, however, that:

(i) CSG reserves the right, in its sole and absolute discretion, to resubdivide Lots 4 and 5 into one (1) single lot, in which event the Prorata Share of Maintenance Costs payable by each of the recombined Lot (which was formerly Lots 4 and 5) and Lot 6 shall, subject to the provisions of Paragraph 4(a)(ii) below, be one-half (1/2) of all Maintenance Costs; and

(ii) With respect to Lots 4 and 5 only, the Owner of Lot 4 and Lot 5 (or any one (1) Lot resulting from the resubdivision of such Lots) shall not be obligated to pay its Prorata Share of any of the Maintenance Costs until such time as construction of a building has commenced on such Owner's Lot (which commencement of construction shall be deemed to have occurred upon the issuance of a building permit by the appropriate governmental agency having jurisdiction over such Lot). Upon commencement of construction of a building on either of Lot 4 or Lot 5, the Owner of such Lot shall thereafter be obligated to pay its Prorata Share of the Maintenance Costs, which Prorata Share shall

equal fifty percent (50%) of the Maintenance Costs (with the balance of the Maintenance Costs payable by the Owner of Lot 6) until such time as construction of a building on the remaining Lot has commenced in which event the Prorata Share of the Maintenance Costs shall be one-third (1/3) each for each of the Lots.

Givianpour and CSG acknowledge and agree that, as of the date of this Agreement, only Lot 6 has been improved by the construction of a building thereon and, accordingly, following completion of construction of the Road, the Owner of Lot 6 shall be solely responsible for paying all Maintenance Costs applicable to the Road until such time as construction of a building has been commenced on either Lot 4 or Lot 5 (or any combined Lot resulting from the resubdivision of such Lots).

(b) Each year the annual Maintenance Costs must be approved by the majority vote of the Owners of the Lots prior to any Maintenance Costs being incurred. If, following approval of the Maintenance Costs for the Road, any Owner fails to promptly pay its Prorata Share of such Maintenance Costs within thirty (30) days following written notice of the due date of the same, then the unpaid portion of such Prorata Share shall bear interest from and after the 30th day following the due date of the same at the rate of eighteen percent (18%) per annum until the same has been paid in full. Furthermore, the remaining Owners shall have the right to enforce the obligations of such defaulting Owner by an action at law or in equity and all costs and expenses, including attorneys' fees, incurred by any of the non-defaulting Owners in connection therewith shall be payable by the defaulting Owner.

5. **Insurance.** The Owners of the Lots covenant and agree to at all times maintain policies of commercial general liability insurance issued by reputable companies authorized to do business in the State of Alabama in such amounts and containing such policy terms which are customarily maintained by owners of Class-A office buildings in the general vicinity of the Lots naming all of the other Owners as additional insureds thereunder.

6. **Miscellaneous.**

(a) Captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement.

(b) Whenever appropriate in this Agreement, personal pronouns shall be deemed to include all other genders and the singular shall be deemed to include the plural and vice versa.

(c) All of the terms and provisions contained in this Agreement shall be binding upon, inure to the benefit of and be enforceable by all Owners and the respective heirs, executors, personal representatives, successors and assigns of each of the Owners to the same extent as if such successor or assignee were named as a party hereto.

(d) If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be affected thereby and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(e) Nothing contained in this Agreement and no action by the Owners will be deemed or construed by the Owners or by any third party to create the relationship of principal and agent, or a partnership or a joint venture or any association between or among any of the Owners.

(f) Each Owner agrees to execute and deliver from time to time within ten (10) days after written request by any other Owner, a certificate to the effect that, to the best of such Owner's knowledge (i) this Agreement represents the entire agreement among the Owners with respect to the subject matter hereof and is in full force and effect and has not been modified or amended (or if modified and amended, then such certificate shall reference any such modification or amendment), (ii) no Owner is in default under this Agreement (or if any such default exists, then such certificate shall reference the specific default and specific the Owner who is in default), (iii) all conditions and requirements set forth in this Agreement to be performed by the Owner requesting such certificate have been satisfied (or if the same have not been satisfied, then such certificate shall state with specificity what obligations have not been satisfied), (iv) no defense or offset currently exists or is claimed by any Owner against any other Owner with respect to any matters set forth in this Agreement (or if any such defense or offset exists, such certificate shall reference the same) and (v) such other certifications as may be reasonably required by any other Owner.

(g) This Agreement will be construed in accordance with the internal laws of the State of Alabama.

(h) The easements and rights created by this Agreement are appurtenant to each Lot and may not be transferred, assigned or encumbered except as an appurtenance to such Lot. In no event may any of the easement rights granted pursuant to Paragraph 1 above be transferred, assigned, sold, conveyed or otherwise alienated separate and apart from ownership of a Lot. Each covenant contained in this Agreement is made for the direct, mutual and reciprocal benefit of all other Lots. Each Owner agrees, upon conveyance of all or any portion of a Lot, the grantee, by accepting a deed to such Lot, will thereby become a party to and be bound by all of the terms and provisions of this Agreement as to all actions required or occurring after the date of such conveyance.

(i) Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Easement Property to the general public or for any public purpose whatsoever, it being the intent of the Owners that this Agreement will be strictly limited to the private use of the Owners and all other Permitted Users.

(j) This Agreement and any provision contained herein may be terminated, extended, modified or amended only with the express written consent of all Owners of all of the Lots.

(k) In the event any Owner defaults in the full and faithful performance of its obligations under this Agreement, then the remaining Owners shall have the right to enforce this Agreement by specific performance and any and all costs and expenses, including attorneys' fees, incurred by any of the non-defaulting Owners in connection therewith shall be paid in full by the defaulting Owner. The terms and provisions of this Paragraph 6(k) are in addition to the rights and remedies granted to the Owners pursuant to Paragraph 4(b) above.

(l) Givianpour, by execution hereof, does hereby represent and warrant that the Easement Property does not constitute the homestead of Givianpour or his spouse.

(m) Any and all notices required or permitted to be given pursuant to this Agreement shall be deemed to have been given upon deposit of such notice in the United States mail, first class delivery, postage prepaid and addressed to such Owner at (i) the last known business address of such Owner or (ii) if no business address is known for such Owner, then addressed to such Owner at the address set forth on the records of the Shelby County, Alabama Tax Assessor's Office for the Owner of such Lot. All such notices shall be deemed to have been given upon deposit of the same in the United States Mail as aforesaid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

C.S.

Charles S. Givianpour

CSG CONSTRUCTION CO., INC., an Alabama corporation

By:

C.S.

Its:

President

STATE OF ALABAMA)

COUNTY OF)

Jefferson

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles S. Givianpour, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of April, 2000.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires:

6/7/03

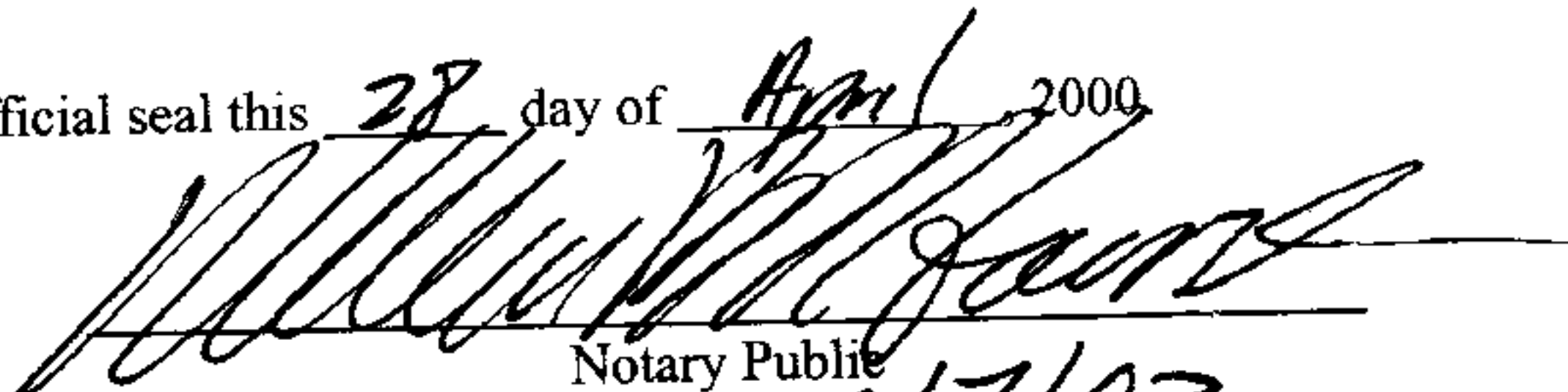
STATE OF ALABAMA)

COUNTY OF)

Telford

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles S. Givianpour, whose name as President of CSG Construction Co., Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of April, 2000.


Notary Public

[NOTARIAL SEAL]

My commission expires: 6/7/03

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429
1/549098.3

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

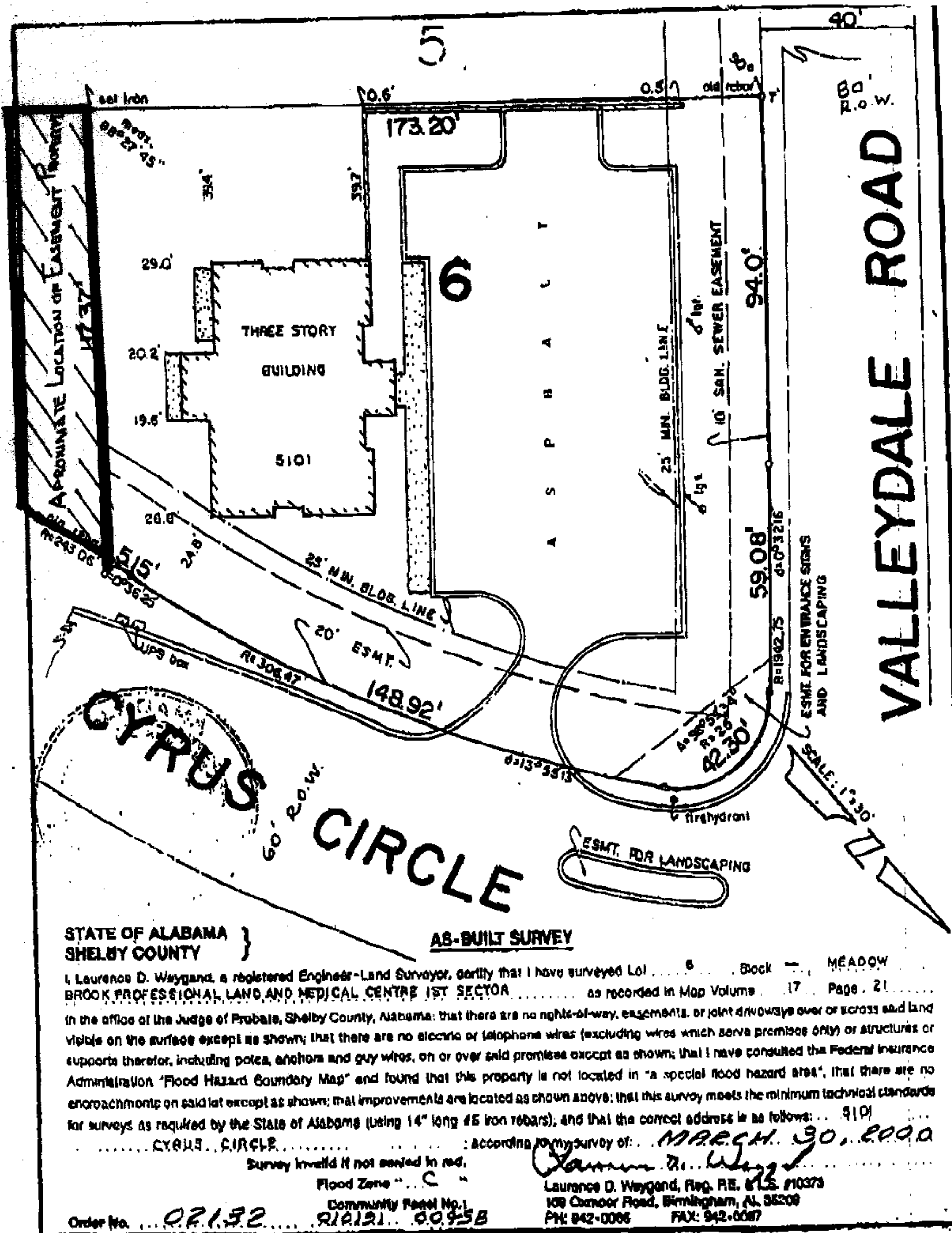
Part of Lots 4 and 5, Meadow Brook Professional and Medical Centre, 1st Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 17, Page 21, being more particularly described as follows:

Beginning at the most northerly corner of Lot 3 of said subdivision which is also the most easterly corner of Lot 4 of said subdivision, run in a southwesterly direction along the southeast line of said Lot 4 and the northwest line of said Lot 3 for a distance of 98.94 feet; thence turn an angle to the right of 91 deg. 34 min. 51 sec. and run in a northwesterly direction for a distance of 30.02 feet to an existing iron rebar set by Laurence D. Weygand and being the most southerly corner of Lot 6 of said subdivision; thence turn an angle to the right of 88 deg. 25 min. 09 sec. and run in a northeasterly direction along the southeast line of said Lot 6 for a distance of 117.37 feet to an existing iron rebar being the most easterly corner of said Lot 6 and being on the southwest right-of-way line of Cyrus Circle; thence turn an angle to the right and run in a southeasterly direction along the curved southwest-right of way line of Cyrus Circle and along the northeast line of Lots 5 and 4 of said subdivision for a distance of 35.68 feet, more or less, to the point of beginning.

The above-described Easement Property is also shown on the survey of Lot 6 prepared by Laurence Weygand, a copy of which is attached hereto as Exhibit A-1 and incorporated herein by reference.

EXHIBIT A-1

In the event of any conflict between the approximate location of the Easement Property as shown on this Exhibit A-1 and the legal description of the Easement Property as described in Exhibit A, the legal description set forth on Exhibit A shall at all times control.



05/05/2000-14802
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DD8 MMS 26.00

Inst # 2000-14802